

Exhibit 4

Supporting Declarations

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8215

**DECLARATION OF BRUCE MENDELSON IN SUPPORT OF DEBTORS’
PROPOSED SALE OF ANTHROPIC SHARES FREE AND CLEAR OF ANY LIENS,
CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Bruce Mendelsohn, hereby declare as follows:

1. I am a Partner in the Advisory Group at Perella Weinberg Partners L.P. (“PWP”), a financial advisory firm that maintains an office at 767 5th Avenue, New York, New York 10153, and the Debtors’ investment banker. PWP is a full-service investment banking firm providing strategic and financial advisory services, including with respect to mergers and acquisitions, capital raising and restructuring transactions across a broad range of industries. PWP and its professionals have extensive experience with respect to the reorganization and restructuring of distressed companies, both out of court and in Chapter 11 proceedings.

2. I have been employed as a Partner of PWP since January 2016. I received a Bachelor of Arts degree in 1984 from Emory University and a Master of Business Administration in 1989 from the Wharton School at the University of Pennsylvania.

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification numbers are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

3. Prior to joining Perella Weinberg Partners, I was a Partner at Goldman Sachs where I worked from May 1998 to June 2015 and most recently served as Head of the Americas Restructuring Group and part of the U.S. Leveraged Finance team. I was named a Partner at Goldman Sachs in 2010. From 2006 to 2008, I served as Chief Underwriting Officer for North America, where I was a member of Goldman Sachs' Firmwide Capital Committee and its Special Situations Specialty Lending Investment Committee. I served as Global Head of the Special Assets and Bank Debt Portfolio groups from 2000 to 2008, and started at Goldman Sachs in the Securities Division where I spent two years working on the distressed bond and bank loan proprietary trading desks. Prior to Goldman Sachs, I worked for UBS and MJ Whitman in restructuring and distressed securities, and began my career in finance at Lehman Brothers.

4. In addition to working with the Debtors in the above-captioned cases (the "Chapter 11 Cases"), my experience includes representing companies, boards, creditors, and other stakeholders in a variety of situations across a broad range of industries, including the chapter 11 cases of: American Tire Distributors, Bonanza Creek, Breitburn Energy, Bristow Group, California Resources Corporation, Chesapeake Energy, Cineworld Group, Crossmark Holdings, Eco-Bat Technologies, Fieldwood Energy, Garret Motion, iHeart Communications, LATAM Airlines, Memorial Production Partners, Pacific Drilling, Sanchez Energy Corporation, Seadrill, Sears, Video Equipment Rental Corporation, Windstream, and 21st Century Oncology, among others. In addition, while at Goldman Sachs, I was involved in the following bankruptcy cases: Bridge Information Systems, Brothers Gourmet Coffees, Calpine, CRC Communications, Focal Communications, General Growth Properties, Lehman Brothers, Network Plus, Nextel International, Orchard Supply, Qwest Communications and 360 Networks.

5. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of the Anthropic Shares to the purchasers (each, a “Purchaser” and together, the “Purchasers”) set forth in Exhibit 1 to the *Notice of Proposed Sale of Anthropic Shares Free and Clear of Liens, Claims, Interests and Encumbrances* filed concurrently herewith (the “Sale Disclosures Notice”) pursuant to the *Order Authorizing and Approving (I) Procedures for Sale of Debtors’ Equity Interests in Anthropic, PBC; and (II) Sale(s) of Such Equity Interests in Accordance with Such Procedures Free and Clear of Any Liens, Claims, Interests and Encumbrances* [D.I. 8215] (the “Sale Procedures Order”)².

6. Except as otherwise indicated, all facts set forth in this Declaration are based upon: (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning the Debtors; (ii) information learned from my review of relevant documents; and/or (iii) information supplied by members of the Debtors’ management, employees of PWP working directly with me or under my supervision, direction or control, and/or from the Debtors’ other professionals and advisors.

7. I am over the age of 18 and authorized to submit this Declaration on behalf of the Debtors. I am not being compensated for this testimony other than through payments to be received by PWP as a professional the Debtors have retained; none of those payments are specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

A. A Sound Business Justification Exists for the Sale.

8. I believe that Seller’s entry into the Purchase and Sale Agreement, dated

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Sale Procedures Order.

as of March 21, 2024, between Seller and the Purchasers, a copy of which is attached as Exhibit 3 to the Sale Disclosures Notice (the “Purchase and Sale Agreement”), represents a sound exercise of the Debtors’ business judgment and is in the best interests of the Debtors, their estates, creditors and other parties-in-interest.

B. The Sale Will Produce the Highest and Best Offer.

9. PWP was engaged by the Debtors effective November 16, 2022 to provide financial advisory, restructuring, financing and sale services to the Debtors during these Chapter 11 Cases. PWP has assisted the Debtors in their exploration and evaluation of strategic alternatives to maximize the value of, and monetize, their diverse, global assets. This has included a review of documents regarding the Debtors’ businesses and investments, discussions with management of the Debtors, discussions with businesses in which the Debtors have made investments, and coordinating and initiating discussions with potential purchasers.

10. Following a strategic review, PWP designed a process to market the Anthropic Shares in an efficient and competitive sale process, taking into account the consent rights of the board of directors of Anthropic over potential transfers and the Debtors’ business judgment that a consensual sale process would maximize potential value. The process is also consistent with the Sale Procedures set forth in the Sale Procedures Order.

11. In consultation with the Consultation Parties and Anthropic, PWP has thoroughly and diligently marketed the Anthropic Shares to the maximum extent practicable under the circumstances and conducted the related sale process in good faith and pursuant to the Sale Procedures. Since February 2024, PWP has proactively reached out to more than 350 potential purchasers of the Anthropic Shares, 112 of which entered into confidentiality agreements with the Debtors and received access to a virtual data room and 30 of which submitted an indication of interest for purchasing a portion of the Anthropic Shares. Throughout

the marketing and sale process, the Debtors, with the assistance of PWP, actively engaged with interested parties, responded to diligence requests and duly considered all indications of interest received based on the merits of each.

12. After reviewing the indications of interest in consultation with the Consultation Parties and Anthropic, the Debtors decided to enter into the Purchase and Sale Agreement, under which the 24 Purchasers agreed to purchase an aggregate number of 29,465,891 Anthropic Shares, which accounts for 66.2% of the Anthropic Shares held by the Debtors, for an aggregate consideration of \$884,109,327 (such aggregate consideration, the “Purchase Price”).

13. Based on my experience, involvement in the process and review of available alternatives, it is my opinion that there is no better or higher offer currently available for the Anthropic Shares to be purchased in the proposed sale, and that the Purchase and Sale Agreement preserves the Debtors’ ability to consider any higher or better offer. I believe that all interested potential purchasers have been afforded a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Anthropic Shares. The Debtors considered all bids properly submitted in accordance with the Sale Procedures on or before the deadline for bidding.

14. I also believe that the Debtors and PWP have complied in good faith with the Sale Procedures Order and the Sale Procedures in marketing the Anthropic Shares. The information provided to potential purchasers was sufficient to enable them to make an informed judgment on whether to bid on the Anthropic Shares. The Purchase and Sale Agreement includes the terms required by the Sale Procedures and the Sale Procedures Order. The Debtors provided notice to, and consulted with, the Consultation Parties and Anthropic prior to entering

into the Purchase and Sale Agreement. The disclosures made by the Debtors with respect to the Purchase and Sale Agreement and the Sale Transaction were good, complete and adequate.

C. The Sale Will Produce a Fair and Reasonable Price for the Anthropic Shares.

15. I believe that the Purchase Price for the Anthropic Shares contemplated by the Purchase and Sale Agreement is fair and reasonable. The Debtors, with the assistance of PWP, ensured that the proposed sale of the Anthropic Shares would reflect their fair market value by extensively marketing the Anthropic Shares.

16. Pursuant to the Purchase and Sale Agreement, the Purchase Price is subject to higher or better offers from third parties in the form of an “Alternative Transaction” and/or a “fiduciary out” which provides that the Purchase and Sale Agreement can be terminated by the boards of directors (or similar governing bodies) of Seller if it is determined to be inconsistent with the fiduciary duties of the boards of directors (or similar governing bodies). If an Alternative Transaction is received by the Debtors, Seller has the right, but not the obligation, to adjust the numbers of the Anthropic Shares allocated to the Purchasers, enter into an alternative definitive agreement with respect to such Alternative Transaction or terminate the Purchase and Sale Agreement.

17. I believe that completing the Sale Transaction in accordance with the Purchase and Sale Agreement is the most efficient and cost-effective means of minimizing costs to the estate while maximizing the value for the benefit of the estate and facilitated cooperation with Anthropic. I believe that a longer process or the implementation of a public auction for the sale of the Anthropic Shares at this time would not have resulted in a higher or better value to the estate. The marketing process enabled the Debtors to reach out to a significant number of

potential purchasers without incurring the additional costs, expenses, time and risks associated with a public bidding and sale process.

18. In my role as the Debtors' financial advisor, I advised the Debtors throughout the sale process and based on my experience, I believe the Purchase and Sale Agreement is the result of arm's-length and good-faith negotiations between the parties thereto, and that such negotiations were free of any collusion.

D. The Sale of the Anthropic Shares Should be Made Free and Clear of Any Liens, Including Successor Liability.

19. No Purchaser is a successor to or substantial continuation of the Debtors or their estates and there is no continuity of enterprise between the Purchasers and the Debtors as a result of any action taken in connection with the Sale Transaction. It is my understanding that no Purchaser is holding itself out to the public as a continuation of the Debtors based on the Sale Transaction or the Purchase and Sale Agreement. The Sale Transaction does not amount to a consolidation, succession, merger, or de facto merger of any Purchaser and the Debtors and/or the Debtors' estates.

20. Moreover, I believe that not transferring the Anthropic Shares free and clear of all Liens (other than Permitted Encumbrances) would adversely affect the Debtors' efforts to maximize the value of the Anthropic Shares. I believe that the Purchasers would not have entered into the Purchase and Sale Agreement and would not consummate the transactions contemplated thereby if the sale of the Anthropic Shares was not free and clear of all Liens (other than Permitted Encumbrances), or if the Purchasers would, or in the future could, be liable for any such Anthropic Shares.

21. Accordingly, for the foregoing reasons, I believe that the Purchase and Sale Agreement represents the highest and best offer for the Anthropic Shares at this time and

that the sale of the Anthropic Shares to the Purchasers pursuant to the Purchase and Sale Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other reasonably available alternative.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

/s/ Bruce Mendelsohn

Bruce Mendelsohn

Partner

Perella Weinberg Partners L.P.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ANDRE C. NAMPHY IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO ATIC THIRD
INTERNATIONAL INVESTMENT COMPANY LLC FREE AND CLEAR OF ANY
LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Andre C. Namphy, hereby declare as follows:

1. I am a member of the Board of Managers of ATIC Third International Investment Company LLC, a United Arab Emirates limited liability company ("Purchaser").

2. I have held my position as a member of the Board of Managers of Purchaser since May 17, 2018.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

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² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement which will limit certain of the Purchaser’s information and transfer rights relating to Anthropic as well as setting forth certain regulatory undertakings on the part of the Purchaser with respect to the Anthropic Shares.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.



ANDRE C. NAMPHY
ATIC THIRD INTERNATIONAL
INVESTMENT COMPANY LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF JANE STREET GLOBAL TRADING, LLC IN SUPPORT OF
DEBTORS' PROPOSED SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO
JANE STREET GLOBAL TRADING, LLC FREE AND CLEAR OF ANY LIENS,
CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Matthew Berger, hereby declare as follows:

1. I am a Managing Director of Jane Street Global Trading, LLC, a Delaware limited liability company ("Purchaser").

2. I have been a Managing Director of Jane Street Global Trading, LLC since November 29, 2017.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

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personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement granting certain rights relating to information about Anthropic.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.



Matthew Berger, Managing Director

Jane Street Global Trading, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF COLM HOGAN IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO FIDELITY ADVISOR SERIES
VII: FIDELITY ADVISOR TECHNOLOGY FUND FREE AND CLEAR OF ANY LIENS,
CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Colm Hogan, hereby declare as follows:

1. I am an Assistant Treasurer of Fidelity Advisor Series VII: Fidelity Advisor Technology Fund, a Massachusetts business Trust ("Purchaser").

2. I have held my position of Assistant Treasurer of Fidelity Advisor Series VII: Fidelity Advisor Technology Fund since April 1, 2016.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

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personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement granting certain rights primarily relating to information about Anthropic.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

DocuSigned by:

Colm Hogan

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Colm Hogan

Assistant Treasurer

**Fidelity Advisor Series VII: Fidelity Advisor
Technology Fund**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF COLM HOGAN IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO VARIABLE INSURANCE
PRODUCTS FUND IV: VIP TECHNOLOGY PORTFOLIO FREE AND CLEAR OF
ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Colm Hogan, hereby declare as follows:

1. I am an Assistant Treasurer of Variable Insurance Products Fund IV: VIP Technology Portfolio, a Massachusetts business Trust ("Purchaser").

2. I have held my position of Assistant Treasurer of Variable Insurance Products Fund IV: VIP Technology Portfolio since April 1, 2016.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

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personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement granting certain rights primarily relating to information about Anthropic.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

DocuSigned by:



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Colm Hogan

Assistant Treasurer

**Variable Insurance Products Fund IV: VIP
Technology Portfolio**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF COLM HOGAN IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO FIDELITY SELECT
PORTFOLIOS: SELECT TECHNOLOGY PORTFOLIO FREE AND CLEAR OF ANY
LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Colm Hogan, hereby declare as follows:

1. I am an Assistant Treasurer of Fidelity Select Portfolios: Select Technology Portfolio, a Massachusetts business Trust ("Purchaser").
 2. I have held my position of Assistant Treasurer of Fidelity Select Portfolios: Select Technology Portfolio since April 1, 2016.
 3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²
- Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

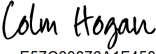
6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement granting certain rights primarily relating to information about Anthropic.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

DocuSigned by:

E57C66876A1F450...
Colm Hogan
Assistant Treasurer
Fidelity Select Portfolios: Select Technology Portfolio

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF COLM HOGAN IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO FIDELITY GLOBAL
INNOVATORS INVESTMENT TRUST FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

I, Colm Hogan, hereby declare as follows:

1. I am an Authorized Signatory of Fidelity Global Innovators Investment Trust, a trust organized under the laws of Ontario, Canada ("Purchaser").
 2. I have held my Authorized Signatory position of Fidelity Global Innovators Investment Trust since April 1, 2016.
 3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²
- Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement granting certain rights primarily relating to information about Anthropic.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

DocuSigned by:

Colm Hogan

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Colm Hogan

Authorized Signatory

**Fidelity Global Innovators Investment Trust
by its manager Fidelity Investments Canada
ULC**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF COLM HOGAN IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO FIDELITY CANADIAN
GROWTH COMPANY FUND FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

I, Colm Hogan, hereby declare as follows:

1. I am an Authorized Signatory of Fidelity Canadian Growth Company Fund, a trust organized under the laws of Ontario, Canada ("Purchaser").

2. I have held my Authorized Signatory position of Fidelity Canadian Growth Company Fund since April 1, 2016.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement granting certain rights primarily relating to information about Anthropic.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

DocuSigned by:


E57C60876A1F450

Colm Hogan

Authorized Signatory

**Fidelity Canadian Growth Company Fund
by its manager Fidelity Investments Canada
ULC**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF COLM HOGAN IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO FIDELITY SPECIAL
SITUATIONS FUND FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES**

I, Colm Hogan, hereby declare as follows:

1. I am an Authorized Signatory of Fidelity Special Situations Fund, a trust organized under the laws of Ontario, Canada ("Purchaser").

2. I have held my Authorized Signatory position of Fidelity Special Situations Fund since April 1, 2016.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.


6. In connection with the Sale Transaction, Purchaser and Anthropic are entering into a side letter agreement granting certain rights primarily relating to information about Anthropic.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

DocuSigned by:

E57C60876A1E450...
Colm Hogan
Authorized Signatory
Fidelity Special Situations Fund
by its manager Fidelity Investments Canada
ULC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF HISHAM ELHADDAD IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO HOF CAPITAL AF
GROWTH, LLC FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES**

I, Hisham Elhaddad, hereby declare as follows:

1. I am a co-founder and managing partner of HOF Capital Management, LLC ("HOF Capital"), a Delaware limited liability company, which has been designated as the sole manager of HOF Capital AF Growth, LLC, a Delaware limited liability company ("Purchaser").

2. I have held my position with HOF Capital since September 2015.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Certain of Purchaser’s other affiliated entities managed by HOF Capital have either been direct stockholders of Anthropic, or have been limited partners in managed vehicles that are themselves direct stockholders of Anthropic since April 7, 2023, which

affiliated entities in the aggregate hold, directly or indirectly, 445,390 shares of Anthropic's Series C-1 Preferred Stock, and 833,207 shares of Anthropic's Series D-1 Preferred Stock.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.

DocuSigned by:
HISHAM ELHADDAD
653891E24AF94DC...

Hisham Elhaddad

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ISHDEEP DUGAL IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO GA-IP OPPORTUNITIES
II, LLC] FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES**

I, Ishdeep Dugal, hereby declare as follows:

1. I am a General Partner of GA-IP Opportunities II, a Delaware limited liability company” (“Purchaser”).
 2. I have held my General Partner position at Purchaser since January 22, 2024.
 3. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the “Order”).²
- Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. GA-IP Opportunities II, LLC and certain other affiliated entities managed by Purchaser have been stockholders of Anthropic since 2023 and own approximately 0.3% of Anthropic on a fully diluted basis.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.

A handwritten signature in black ink, reading "Ish Dugal", written over a horizontal line.

Ishdeep Dugal
General Partner
GA-IP Opportunities II, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF GRANT GEORGE IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO FUND FG-BLU, A SERIES
OF FORGE INVESTMENTS LLC, FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND
ENCUMBRANCES**

I, Grant George, hereby declare as follows:

1. I am Principal of Forge Global Advisors LLC, a Delaware limited liability company. Forge Global Advisors LLC is the Adviser and Manager to Fund FG-BLU, a Series of Forge Investments LLC ("Purchaser").

2. I have held my Principal position at Forge Global Advisors LLC since October 25, 2021.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance*

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

Under, the Purchase and Sale Agreement; and (III) Granting Related Relief (the “Order”).²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

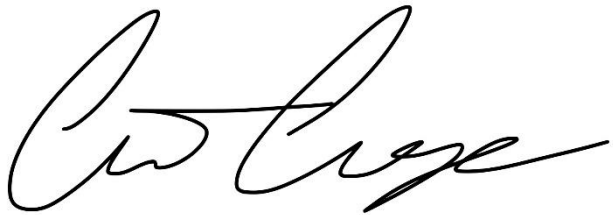
² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 19, 2024.

A handwritten signature in black ink, appearing to read 'Grant George', written in a cursive style.

Grant George
Principal
Forge Global Advisors LLC, as the Adviser and
Manager to Fund FG-BLU, a series of Forge
Investments LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF CRAIG FALLS IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO CRAIG FALLS FREE AND
CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Craig Falls ("Purchaser"), hereby declare as follows:

1. I am a citizen of the United States and a resident of New York. I am over the age of 18.

2. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, information and belief, or my opinion based upon experience, knowledge and

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

information concerning the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

3. I have personal knowledge of the facts set forth herein, and if I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration. I am not being compensated for this testimony and received no payments specifically payable on account of this testimony.

4. I am not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. I am not a director or controlling equity interest holder of the Debtors, and I do not control the Debtors in any respect. I negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of my choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by me without collusion or fraud.

5. I reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

6. I understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. I have not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. I have not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to

be purchased by me was not controlled by any agreement among myself and Anthropic, PBC, or myself and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 21, 2024.

A digital signature box containing the handwritten name "Craig Falls" in cursive. Below the signature, the text "box SIGN" and a long alphanumeric string "1JPL662R-4LRJK3PK" are visible.

Craig Falls
box SIGN 1JPL662R-4LRJK3PK

Craig Falls

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF LORENZO ESPARZA IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO MW LSVC ANTHROPIC,
LLC FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES**

I, Lorenzo Esparza, hereby declare as follows:

1. I am the manager of MWSI VC Manager, LLC, a Delaware limited liability company ("Manager"), which is the manager of MW LSVC Anthropic, LLC, a Delaware limited liability company ("Purchaser").

2. I have held my position with the Manager since August 2021. In February 2024, I caused the Manager to organize Purchaser under the laws of the State of Delaware as a limited liability company.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance*

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

*Under, the Purchase and Sale Agreement; and (III) Granting Related Relief (the “Order”).*²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. None of Purchaser nor certain other affiliated entities managed by Purchaser have been stockholders of Anthropic.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.



Lorenzo Esparza
Manager of the Manager for
MW LSVC Anthropic, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF RYAN LOGUE IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO CONSTITUTIONAL AI
GOVERNANCE FUND 2 LLC FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

I, Ryan Logue, hereby declare as follows:

1. I am a Manager of Constitutional AI Governance Fund 2 LLC, a Delaware limited liability company” (“Purchaser”).

2. I have been the Managing Member of LTA Advisors LLC, the Organizer of Constitutional AI Governance Fund 2 LLC, since its formation in August 2023.

3. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the “Order”).²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller

were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.

Ryan Logue

Ryan Logue
Manager
Constitutional AI Governance Fund 2 LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ROBERT HILMER IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO G24A LLC FREE AND
CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Robert Hilmer, hereby declare as follows:

1. I am a Manager of G24A LLC, a Delaware limited liability company (“Purchaser”).
 2. I have held my Manager position at Purchaser and its affiliated entities since November 1, 2020.
 3. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the “Order”).²
- Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller

were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.



Robert Hilmer
Manager
G24A LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ADAM CRAWLEY IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO AUGMENT COLLECTIVE,
LLC SERIES ANTHROPIC PBC 1 FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

I, Adam Crawley, hereby declare as follows:

1. I am a Manager of Augment Collective, LLC Series Anthropic PBC 1, a Delaware limited liability company” (“Purchaser”).

2. I have held my Manager position at Purchaser since February, 2024.

3. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the “Order”).²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not

engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.

DocuSigned by:

E04A9FF65971490...

Adam Crawley
Manager
Augment Collective, LLC Series Anthropic PBC 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF LEI LI IN SUPPORT OF DEBTORS' PROPOSED SALE OF
EQUITY INTERESTS IN ANTHROPIC, PBC TO ALPHA AZ, LLC FREE AND CLEAR
OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Lei Li, hereby declare as follows:

1. I am the Chief Executive Officer of Alpha SPV GP, LLC, a Delaware limited liability company and the Manager of Alpha AZ, LLC, a Delaware limited liability company. ("Purchaser").

2. I have held my Chief Executive Officer position at Purchaser since April 21, 2022.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

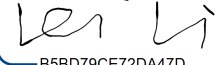
5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 21, 2024.

DocuSigned by:

B5BD79CE72DA47D

Lei Li
Chief Executive Officer
on behalf of Alpha SPV GP, LLC
on behalf of Alpha AZ, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF MICHAEL EDDY IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO HERMITAGE GTS I, A
SERIES OF CGF2021 LLC FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES**

I, Michael Eddy, hereby declare as follows:

1. I am a Manager and General Partner of Hermitage GTS I, a Series of CGF2021 LLC, a Delaware limited liability company" ("Purchaser").
2. I have held my Manager and General Partner position at Hermitage GTS I, a Series of CGF2021 LLC since November 2019.
3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Certain other affiliated entities managed by Hermitage GTS I, a Series of CGF2021 LLC, have been stockholders of Anthropic since February 2024, and own approximately .03% of Anthropic on a fully diluted basis. In connection with the Sale

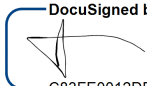
Transaction, Purchaser and Anthropic are not entering into a side letter agreement granting certain rights relating to information about Anthropic.³

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.

DocuSigned by:

C83FE0012DDF443...

Michael Eddy
Manager and General Partner
Hermitage GTS I, a Series of CGF2021 LLC

³ **Note to Purchaser:** Please include if applicable and describe any relationship between Purchaser/Declarant and Anthropic, PBC. If there is none, please omit this paragraph.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF Matt Weisbarth IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO Anthropic Pine Road, LLC FREE
AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Matt Weisbarth, hereby declare as follows:

1. I am a Managing Partner of Anthropic Pine Road LLC, a Delaware Limited Liability Company. (“Purchaser”).
 2. I have held my position as Managing Partner since inception.
 3. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the “Order”).²
- Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not

engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 19, 2024.

DocuSigned by:

Matthew Weisbarth

346CDE770E41408...

Matt Weisbarth
Managing Partner
Anthropic Pine Roads, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF SYDECAR, LLC IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO HIIVE ANTHROPIC SERIES II, A
SERIES OF HIIVE ANTHROPIC, LLC FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

I, Ted Stiefel hereby declare as follows:

1. I am an authorized signatory of Hiive Anthropic Series II, a Series of Hiive Anthropic, LLC, a Delaware Limited Liability Company ("Purchaser").
2. I have held this position since March 12th, 2024
3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not

engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Agreed and Accepted:

Hiive Anthropic Series II, a Series of Hiive Anthropic, LLC

By: Ted Stiefel

By: **Sydecar LLC**, Administrator

Name: Ted Stiefel

Title: Authorized Signatory

Dated: 03 / 21 / 2024

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF GRANT GEORGE IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO FUND FG-AGV, A SERIES
OF FORGE INVESTMENTS LLC FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND
ENCUMBRANCES**

I, Grant George, hereby declare as follows:

1. I am Principal of Forge Global Advisors LLC, a Delaware limited liability company. Forge Global Advisors LLC is the Adviser and Manager to Fund FG-AGV, a Series of Forge Investments LLC ("Purchaser").

2. I have held my Principal position at Forge Global Advisors LLC since October 25, 2021.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance*

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

Under, the Purchase and Sale Agreement; and (III) Granting Related Relief (the “Order”).²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

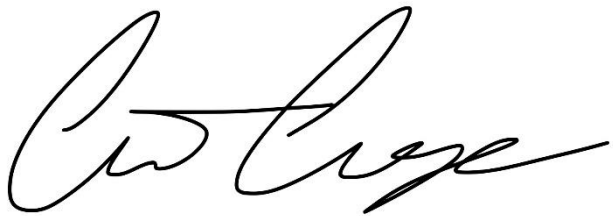
² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 19, 2024.

A handwritten signature in black ink, appearing to read "Grant George", written over a horizontal line.

Grant George
Principal
Forge Global Advisors LLC, as the Adviser and
Manager to Fund FG-AGV, a series of Forge
Investments LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF SYDECAR, LLC IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO HIIVE ANTHROPIC SERIES I, A
SERIES OF HIIVE ANTHROPIC, LLC FREE AND CLEAR OF ANY LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

I, Ted Stiefel hereby declare as follows:

1. I am an authorized signatory of Hiive Anthropic Series I, a Series of Hiive Anthropic, LLC, a Delaware Limited Liability Company ("Purchaser").

2. I have held this position since March 10th, 2024

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not

engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Agreed and Accepted:

Hiive Anthropic Series I, a Series of Hiive Anthropic, LLC

By: Ted Stiefel

By: **Sydecar LLC**, Administrator

Name: Ted Stiefel

Title: Authorized Signatory

Dated: 03 / 21 / 2024

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ARJUN GUPTA IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO TELESOFT-2020, LP FREE AND
CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Arjun Gupta, hereby declare as follows:

1. I am the Executive Manager of the general partner of TeleSoft-2020, LP, a Delaware limited partnership ("Purchaser").

2. The Purchaser is an investment fund sponsored by TeleSoft Partners, a venture capital firm that I founded in 1996.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller

were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 22, 2024.

ARJUN GUPTA

Arjun Gupta
Executive Manager of Purchaser's General
Partner
TeleSoft-2020, LP

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ROY SWAN IN SUPPORT OF DEBTORS' PROPOSED SALE OF
EQUITY INTERESTS IN ANTHROPIC, PBC TO THE FORD FOUNDATION FREE
AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Roy Swan, hereby declare as follows:

1. I am Director, Mission Investments of The Ford Foundation, a Michigan 501(c)(3) private foundation ("Purchaser").
2. I have held my position of Director, Mission Investments, since January 4, 2018.
3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller

were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.

DocuSigned by:

Roy Swan

Roy Swan

Director, Mission Investments
The Ford Foundation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ABDO JOHN HAJJ IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO TYPE ONE SOUL STUDIO
3 A SERIES OF TYPE ONE VENTURES GROWTH GP LLC FREE AND CLEAR OF
ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Abdo John Hajj, hereby declare as follows:

1. I am a Manager Director of Type One Soul Studio 3 A Series of Type One Ventures Growth GP, a Delaware limited liability company ("Purchaser").

2. I have held my position as a managing director at Type One Soul Studio 3 A Series of Type One Ventures Growth GP LLC for three years. Prior to that I started and sold a company and then worked in private equity for several years.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 20, 2024.

DocuSigned by:



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Abdo John Hajj

Managing Director

Type One Soul Studio 3 A Series of Type One
Venture Growth GP LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF KARL LOHWATER IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO ID FUND - ANTHROPIC
FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Karl Lohwater, hereby declare as follows:

1. I am an Authorized Representative of ID Fund – Anthropic, A Series of ID Funds 3, LLC a Delaware limited liability company (“Purchaser”).

2. I have held my Chief Compliance Officer and General Counsel position at Purchaser since February 4, 2024.

3. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the “Order”).²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller

were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 21, 2024.

DocuSigned by:

Karl W Lohwater

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Karl Lohwater

Vice President

ID Fund – Anthropic, A Series of ID Funds 3,
LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF ARTHUR GALLOWAY IN SUPPORT OF DEBTORS' PROPOSED
SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO PICTON MAHONEY
ASSET MANAGEMENT AS TRUSTEE ON BEHALF OF THE FUNDS FREE AND
CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES**

I, Arthur Galloway, hereby declare as follows:

1. I am a Chief Operating Officer of Picton Mahoney Asset Management, a general partnership established pursuant to the laws of the Province of Ontario, Canada ("Purchaser").

2. I have been with Purchaser since June 1, 2005, and my role has always been in the operational function, which has grown organically with Purchaser.

3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 19, 2024.


ART GALLOWAY (Mar-20, 2024 15:37 EDT)

Arthur Galloway
Chief Operating Officer
PICTON MAHONEY ASSET MANAGEMENT
as trustee on behalf of the funds

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF MICHAEL KUBZANSKY IN SUPPORT OF DEBTORS’
PROPOSED SALE OF EQUITY INTERESTS IN ANTHROPIC, PBC TO OMIKYAR
NETWORK FUND LLC FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES**

I, Michael Kubzansky, hereby declare as follows:

1. I am the Chief Executive Officer and a Manager of Omidyar Network Fund LLC, a Delaware limited liability company (“Purchaser”).
2. I have held my position at Purchaser since April 1, 2018.
3. I submit this declaration (this “Declaration”) in support of the Debtors’ proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the “Order”).²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed and entered into by Purchaser without collusion or fraud.

6. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

7. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not

engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 21, 2024.

DocuSigned by:

Mike Kubzansky

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Michael Kubzansky
Chief Executive Officer and Manager
Omidyar Network Fund LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. 8125

**DECLARATION OF REY RAMSEY IN SUPPORT OF DEBTORS' PROPOSED SALE
OF EQUITY INTERESTS IN ANTHROPIC, PBC TO THE NATHAN CUMMINGS
FOUNDATION FREE AND CLEAR OF ANY LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES**

I, Rey Ramsey, hereby declare as follows:

1. I am President and CEO of the Nathan Cummings Foundation, Inc., an Illinois Corporation ("Purchaser").
2. I have held the position of President and CEO since December 2021.
3. I submit this declaration (this "Declaration") in support of the Debtors' proposed sale of Anthropic Shares to Purchaser in accordance to the *Order (I) Authorizing and Approving Sale of Equity Interests in Anthropic, PBC Free and Clear of Any Liens, Claims, Interests and Encumbrances; (II) Authorizing and Approving Entry Into, and Performance Under, the Purchase and Sale Agreement; and (III) Granting Related Relief* (the "Order").²

Except as otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge, information and belief, or my opinion based upon experience, knowledge

¹ The last four digits of FTX Trading Ltd.'s and Alameda Research LLC's tax identification number are 3288 and 4063, respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson's Commercial Complex, Friars Hill Road, St. John's, Antigua and Barbuda.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Order.

and information concerning Purchaser, and the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement, and/or (ii) information supplied by employees of Purchaser working with me and/or under my direct supervision in connection with the negotiations relating to the Sale Transaction and the Purchase and Sale Agreement.

4. I am over the age of 18 and authorized to submit this Declaration on behalf of Purchaser. I am not being compensated for this testimony other than through regular compensation in connection with my position at Purchaser; I received no payments specifically payable on account of this testimony. If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

5. Purchaser is not an “insider” of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. There is no common identity of directors or controlling equity interest holders between Purchaser, on the one hand, and the Debtors, on the other hand, and Purchaser does not control the Debtors in any respect. Purchaser negotiated the Sale Transaction with the Debtors and the Debtors’ financial advisors in good faith and from arm’s-length bargaining positions, at all times represented by competent counsel of its choosing. The Purchase and Sale Agreement and Sale Transaction were negotiated, proposed, and entered into by Purchaser without collusion or fraud.

6. The Nathan Cummings Foundation, Inc. is not currently a stockholder of Anthropic and does not have an ownership % in Anthropic. In connection with the Sale Transaction, the Nathan Cummings Foundation, Inc. and Anthropic are entering into a side letter agreement granting certain rights relating to information about Anthropic.³

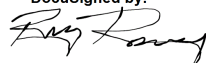
³ **Note to Purchaser:** Please include if applicable and describe any relationship between Purchaser/Declarant and Anthropic, PBC. If there is none, please omit this paragraph.

7. Purchaser reviewed and complied, in all material respects, with the Sale Procedures and agreed to subject its offer for the sale of the Anthropic Shares to the Sale Procedures set forth in the Order.

8. Purchaser understood that the Debtors were free to negotiate with any other party interested in acquiring the Anthropic Shares during the time Purchaser and Seller were negotiating the Sale Transaction and the Purchase and Sale Agreement. Purchaser has not engaged in any conduct that could, to my knowledge and understanding, result in the avoidance of the Sale Transaction or assessment of damages under section 363(n) of the Bankruptcy Code. Purchaser has not acted in a collusive manner with any person, and the purchase price for the Anthropic Shares to be purchased by Purchaser was not controlled by any agreement among Purchaser and Anthropic, PBC, or Purchaser and any other bidders or potential bidders.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: March 20th, 2024.

DocuSigned by:


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Rey Ramsey
President and CEO
The Nathan Cummings Foundation, Inc.